

**Town of Cedar Lake
Façade Improvement Program Description**

1. Program Purpose:

The Cedar Lake Façade Improvement Program is designed to promote the continued use and maintenance of commercial and mixed-use buildings in the Town's TIF corridors, and also to maintain value of and continue value of the subject properties Exhibit A - TIF Corridor Map. It is intended to aid and assist property owners and commercial tenants rehabilitate and restore the visible exterior and landscaping of existing structures, and to construct or enhance all pedestrian entrances and all exterior components of buildings. Improvements must meet established criteria for appropriateness of design. Reimbursement grants are available to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of Cedar Lake's TIF corridors.

2. Eligible Properties:

In order to apply for a Façade Improvement Program reimbursement grant, an Applicant and the subject commercial building shall meet all of the following criteria:

- 1) A building used in whole or in part for commercial purposes located within the Town's TIF corridors, shown in Exhibit A - TIF Corridor Map.
- 2) Building and Applicant shall not be delinquent in property taxes.
- 3) Buildings with existing code violations or deficiencies must include their remedy as part of the proposed improvements.
- 4) Shall not be exempt from real property taxation.

3. What Grants Are Available?

The maximum amount of the reimbursement grant for a specific property will be set forth in a Façade Improvement Agreement between the Town and the property owner or tenant. If costs exceed the original estimates, the property owner or tenant shall be solely responsible for the payment of the full amount of the excess. The Town will not reimburse more than the total amount specified in the Agreement.

The maximum aggregate amount of all grants approved for a building or property within any five (5)-year period shall be limited to Thirty Thousand Dollars (\$30,000.00). This limitation applies to all eligible properties regardless of the number or width of qualifying facades.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. A grant recipient is required to provide its taxpayer ID number

or social security number as part of the Façade Improvement Agreement. Property owners and tenants are advised to consult their tax advisor for tax responsibility and liability information.

A. Exterior Building Facades

Property owners or commercial tenants who install at least Seven Thousand Five Hundred Dollars (\$7,500) of improvements are eligible to receive a grant to reimburse fifty percent (50%) of the cost of construction of exterior building improvements and seventy-five percent (75%) of architectural fees, up to Twenty-Five Thousand Dollars (\$25,000) per façade for construction and architectural fees combined. A Façade is defined as a twenty foot (20') wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding twenty feet (20'), a pro rata amount will be applied.

The amount of any reimbursement grant for architectural services shall be limited to Two Thousand Five Hundred Dollars (\$2,500) per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the Town, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved façade improvement will be reimbursed.

B. Rear Entrance Improvements

Property owners or commercial tenants who install at least Seven Thousand Five Hundred Dollars (\$7,500) of improvements are eligible to receive a grant to reimburse fifty percent (50%) of the cost of construction of exterior building improvements and seventy-five percent (75%) of architectural fees, up to Twenty-Five Thousand Dollars (\$25,000) per building for construction and architectural fees combined.

The amount of any reimbursement grant for architectural services shall be limited to Two Thousand Five Hundred Dollars (\$2,500) per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. In the event that the Town approves the project, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved entrance improvements will be reimbursed.

C. Landscaping Improvements

Landscaping is an eligible improvement for rear and front entrance improvements; however, reimbursement for landscaping shall be limited to: a) not more than Five Thousand Dollars (\$5,000) per building; b) only trees, shrubs, and other perennial plants are eligible for reimbursement; and c) all landscape materials for which a reimbursement grant is provided shall be maintained in good condition by the

property owner or business tenant for a minimum of five (5) years, as set forth in Section 9 of this Program Description, and as provided in the Façade Improvement Agreement.

4. **Eligible Improvements:**

- Exit doors (exterior) – installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building and fire codes or it will improve the overall appearance of the building
- Painting – painting of the exterior surface of buildings
- Shutters and Awnings – repair, replacement or addition of exterior shutters and awnings. (Exceptions: mansard roofs, back-lit and/or plastic awnings are not eligible for funding)
- Signs – repair and replacement – all exterior signage must be brought into compliance with existing Town ordinances
- Stairs, Porches, Railings, Exits – repair and replacement or installation of exterior stairs, porches, railings and exit facilities
- Walls – repair and rebuilding of exterior walls, including: cleaning, sealing, tuck pointing, painting, etc.
- Windows – repair of frames, sills, glazing, replacement of glass and installation of new windows
- Roofs – repair and re-roofing, where the effects of the repair will be visible from a public street or public parking lot. (In general, sloping roofs would qualify, flat roofs would not)
- Walkways – sidewalks, pavers, plazas, and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements
- Landscaping, limited to perennial plantings including trees and shrubs.
- Lighting – installation, repair and replacement of lighting mounted on a building that illuminates the façade or signage
- Sidewalks – replacement or private sidewalks, except as specified above in conjunction with rear entrance improvements
- Resurfacing of parking lots

The following items are not eligible for reimbursement grants under the Town of Cedar Lake Façade Improvement Program:

- Building Permit fees and related costs
- Extermination of insects, rodents, vermin and other pests
- Title reports and legal fees
- Acquisition of land or buildings
- Air conditioning and heating facilities

- Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign
- Elevators – repair or installation
- Interior floor or ceiling replacement and repair
- Plumbing
- Refinancing existing debt
- Sprinkler systems
- Sweat equity
- Working capital for businesses
- Single family residential properties
- Multi-family residential properties
- Big Box stores or commercial buildings located within a Big Box development

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Redevelopment Commission.

5. Approval of Façade Improvement Agreement:

Applications will be accepted at any time throughout the year. Buildings that have not received a Façade Improvement Program reimbursement grant in the past will have first consideration and priority. All applications are contingent on funding being available. After all first time users are processed, the remaining applications will be considered in the order in which they were received. In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one (1) Façade Improvement Agreement shall be approved for a building in any fiscal year, and a Façade Improvement Agreement shall not be approved if a Façade Improvement grant was made for the same portion of the building within the previous five (5) years.

6. Commencement of Work:

After the Façade Improvement Agreement is approved by the Redevelopment Commission, Applicants may obtain a building permit and begin the work. **DO NOT START BEFORE – APPLICANTS WILL NOT BE REIMBURSED FOR WORK COMMENCED AND/OR COMPLETED PRIOR TO REDEVELOPMENT COMMISSION APPROVAL OF THE FAÇADE IMPROVEMENT AGREEMENT** (emphasis added).

7. Completion of Work:

All improvements shall be completed and requests for reimbursement submitted within one hundred eighty (180) calendar days after the Redevelopment Commission’s approval of Façade Improvement Agreement unless otherwise authorized by the Redevelopment Commission for a maximum of a one (1) year extension. It shall be the Applicant’s sole

responsibility to make sure that all deadlines are met. All requests for extension must be submitted in writing to the Redevelopment Commission, prior to the expiration of the initial deadline to complete the work and submit requests for reimbursement. In the event that an Applicant fails to comply with these deadlines or otherwise request an extension from the Redevelopment Commission, the Redevelopment Commission may terminate its obligation to reimburse the applicant.

8. Reimbursement Payments:

Upon completion of the work, the owner or tenant shall submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and the request for disbursement form to the Redevelopment Commission, as evidence that the owner or tenant has paid the architect and contractor(s). A Grant Recipient shall use the attached request for disbursement form for submittal. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Redevelopment Commission may authorize reimbursement to be made in two (2) payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least fifty percent (50%) of the amount specified in the Façade Improvement Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; and 3) The remaining work is expected to be delayed for thirty (30) days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the owner or tenant.

Reimbursement for architectural services will be made at the same time reimbursement is made for improvements, and only if a Façade Improvement Agreement has been approved by the Redevelopment Commission. Architectural services may be reimbursed, at the sole discretion of the Redevelopment Commission, as follows:

Concept Plans and cost estimates prepared before approval of a Façade Improvement Agreement.

Architectural construction drawings and specifications for the improvement to the extent required by the State of Indiana and/or Town of Cedar Lake Building Code, prepared after Redevelopment Commission approval of a Façade Improvement Agreement.

Construction supervision conducted after Redevelopment Commission approval of the Façade Improvement Agreement.

Major changes or elimination of improvements must be approved by the Redevelopment Commission. Minor changes may be approved by the Redevelopment Commission or its authorized agent. THIS IS A REIMBURSEMENT PROGRAM – AN APPLICANT/RECIPIENT MUST PAY ITS ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE PAYMENT IS DISBURSED FROM THE TOWN.

9. Alterations:

The property owner and tenant shall be responsible for maintaining the façade and rear entrance improvements without alteration for five (5) years unless approved by the Redevelopment Commission. A restrictive covenant limiting alterations may be required by the Redevelopment Commission at the time of approval of the Façade Improvement Agreement.

10. E-Verify: (Exhibit B – Employment Eligibility Verification)

Pursuant to the applicable provisions of I.C. § 22-5-1.7, as amended from time to time, applicants will be responsible for complying with Indiana’s E-Verify program requirements, if required.

11. Americans with Disabilities Act:

Applicants shall be responsible for complying with the applicable requirements of the Americans with Disabilities Act, as amended from time to time, in constructing the improvements to their properties.

12. Building Permits:

Applicants shall obtain all necessary building permits from the Town of Cedar Lake Building Department prior to commencing work. A building permit is typically required when alterations include changes in structural members, stairways, egress, light and ventilation, change of occupancy classification, or any other change affecting or regulated by the Town of Cedar Lake’s Building Code or Unified Development Ordinance. All Applicants are encouraged to contact the Building Department prior to commencing work in order to confirm whether a building permit is needed.

13. Right-of-Way Dedication:

In certain circumstances, the Town may be interested in obtaining an easement and/or right-of-way from an applicant. In these cases, as a condition precedent to participating in the Town’s Façade Improvement Program, the applicant is required to convey such easement or right-of-way to the Town at no cost to the Town. No applicant shall be eligible for reimbursement pursuant to the Façade Improvement Program until such time as all necessary easement(s) and/or rights-of-way have been conveyed to the Town. Documentation evidencing the conveyance of such easement and/or right-of-way to the Town shall be attached as an Exhibit to the Façade Improvement Agreement.

FAÇADE IMPROVEMENT PROGRAM – STEP-BY-STEP PROCESS

1. Review the Program Description or contact the Town Building and Planning Department to determine if the improvements you are considering are eligible.
2. Define the scope of your proposed improvements. This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
3. Complete this application including appropriate plans and description of work to be done.
4. Submit application to Redevelopment Commission of the Town of Cedar Lake, Indiana.
5. Attend Redevelopment Commission meeting to present your proposed improvements and to receive the Commission's review comments. This step may be waived by the Redevelopment Commission dependent upon total scope of work.
6. If necessary, revise plans and return to Redevelopment Commission for second review.
7. Submit final revised plans, dollar amounts and signed Façade Improvement Agreement to Redevelopment Commission.
8. Redevelopment Commission shall approve or disapprove the Façade Improvement Agreement.
9. Apply for a building permit, if necessary, through the Building and Planning Department.
10. Pick up permit at Town Hall when notified.
11. Construct per approved plans and call Building and Planning Department to schedule inspections as required.
12. Finish Construction.
13. Contact the Town Building and Planning Departments for final inspection.
14. Request reimbursement: Submit Lien Waivers, etc., to Redevelopment Commission.
15. Receive check from Redevelopment Commission.

CEDAR LAKE FAÇADE IMPROVEMENT PROGRAM

Application Form

1. Applicant Information

NAME: _____

ADDRESS OF PROPERTY TO BE IMPROVED:

NAME OF BUSINESS: _____

TAX ID#/SOCIAL SECURITY #: _____

HOME ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

FAX: _____ EMAIL: _____

2. Project Information

BUILDING LOCATION: _____

BUSINESS(ES) LOCATED IN BUILDING:

BUILDING AGE: _____

BUILDING ZONED AS: _____ PIN NUMBER: _____

OWNER OF RECORD: _____

IF LEASED: Lease Expires _____ Renewal Term _____

3. Project Description

Describe in detail the proposed scope of work, including design firm and/or contractor(s) selected. In describing the project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet(s) if necessary.

Anticipated Construction

Start Date: _____ Completion Date: _____ Total Project Cost: _____

4. Building Information

Will project result in a change of use for the building? YES _____ NO _____

Uses of the building after completion of the façade project:

1st Floor:

2nd Floor:

3rd Floor:

Other:

5. Other Required Documentation

- a. Property deed with legal description of property
- b. Proof that all property taxes are paid and current
- c. Proof of property and liability insurance
- d. Project budget
- e. Two (2)-contractor quotes/construction bids for total façade project (may be waived)

f. Photographs of proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Cedar Lake Façade Improvement Program. I/We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the Town of Cedar Lake.

The applicant further certifies that he/she has read and understands the Cedar Lake Façade Improvement Program Guidelines. If a determination is made by the Plan Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the Redevelopment Commission of the Town of Cedar Lake, and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Cedar Lake Façade Improvement Program funding commitments are contingent upon the availability of program funds.

Signed this _____ day of _____, 20_____

By: _____

Building Department Review

(For internal use only)

Variations or Waivers required? Yes: _____ No: _____

(If yes, please note the variations or waivers required below and note which board.)

Signature

Date

Attach a copy of the Plan Commission or BZA Variance Certification or Letter of Approval.

**Town of Cedar Lake
Façade Improvement Agreement**

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the **Redevelopment Commission of the Town of Cedar Lake, Lake County, Indiana** (hereinafter referred to as “Town”), and the following designated **OWNER/LESSEE**, to wit:

Owner/Lessee’s Name: _____

Name of Business: _____

Tax ID#/Social Security # _____

Address of Property to be Improved:

PIN Number: _____

WITNESSETH:

WHEREAS, the Redevelopment Commission has established a Façade Improvement Program for application within the Redevelopment Commission’s Main Corridors (“Façade Improvement TIF Corridors”); and

WHEREAS, said Façade Improvement Program is administered by the Redevelopment Commission and is funded from the Redevelopment Commission for the purposes of aiding, assisting, and enhancing development within the Façade Improvement TIF Corridors; and

WHEREAS, pursuant to the Façade Improvement Program, the Redevelopment Commission has agreed to participate, subject to its sole discretion, 1) in reimbursing

Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the Facade Improvement TIF Corridors up to a maximum of one-half (1/2) of the approved contract cost of such improvements, and 2) in reimbursing Owners/Lessees for seventy-five percent (75%) of the cost of the services of an architect for such façade improvements up to a maximum of Two Thousand Five Hundred Dollars (\$2,500) per building, as set forth herein, but in no event shall the total Town participation exceed Twenty-Five Thousand Dollars (\$25,000) per façade, as defined herein, for eligible improvements to the front and/or side of a building; and

WHEREAS, the OWNER/LESSEE's property is located within the TIF Corridors, and the OWNER/LESSEE seeks to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the Redevelopment Commission and the OWNER/LESSEE, and each of them, do hereby agree as follows:

SECTION 1:

A. With respect to façade improvements to the front and side of a building and related eligible improvements, the Redevelopment Commission shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for seventy-five percent (75%) of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of Two Thousand Five Hundred Dollars (\$2,500) per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and

architectural services shall not exceed the amount of Twenty-Five Thousand Dollars (\$25,000) per façade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the REDEVELOPMENT COMMISSION shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for seventy-five percent (75%) of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of Two Thousand Five Hundred Dollars (\$2,500) per building, provided that reimbursement for landscaping materials and installation shall not exceed Two Thousand Dollars (\$2,000) per building.

The actual total reimbursement amounts under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) for façade improvements to the front, side, and rear entrance(s) of a building and related eligible improvements. Total reimbursable expenses shall not exceed Twenty-Five Thousand Dollars (\$25,000). The improvement costs that are eligible for Redevelopment Commission reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the Redevelopment Commission.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the Redevelopment Commission (and Building Permit obtained if necessary). Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work and submit all requests for reimbursement to the Redevelopment Commission within six (6) months from the date of such approval by the Redevelopment Commission. The OWNER/LESSEE may seek

an extension of the deadline, not to exceed twelve (12) months, for completing the work and submitting its request for reimbursement from the Redevelopment Commission, however, such request must be made in writing and submitted to the Redevelopment Commission prior to the expiration of the initial deadline to complete the work and submit the requests for reimbursement. In the event that the OWNER/LESSEE fails to comply with these requirements, the REDEVELOPMENT COMMISSION may terminate this Agreement and its obligation to reimburse the Applicant/Recipient.

SECTION 3: The Redevelopment Commission shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace or substitute for any required permit inspection by the Building Commissioner and Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Redevelopment Commission, the OWNER/LESSEE shall submit to the REDEVELOPMENT COMMISSION a properly executed and notarized Contractor Statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the REDEVELOPMENT COMMISSION proof of payment of the contract cost pursuant

to the Contractor's Statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the REDEVELOPMENT COMMISSION a copy of the Project Architect's statement of fees for professional services for preparation of plans and specifications. The REDEVELOPMENT COMMISSION shall, within fifteen (15) days of receipt of the Contractor's Statement, proof of payment and lien waivers, and the Architect's Statement, issue a check to the OWNER/LESSEE as reimbursement for one-half (1/2) of the approved construction cost estimate, or one-half (1/2) of the actual construction cost, whichever is less, and for one hundred percent (100%) of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, the REDEVELOPMENT COMMISSION may reimburse OWNER/LESSEE in two (2) payments. The first reimbursement may be made only 1) upon completion of work representing fifty percent (50%) or more of the maximum reimbursement specified in Section 1 hereof; and 2) upon receipt by the REDEVELOPMENT COMMISSION of the architect's invoices, Contractor's Statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the REDEVELOPMENT COMMISSION that the remainder of the work is expected to be delayed for thirty (30) days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second and final reimbursement payment shall be made by REDEVELOPMENT COMMISSION only upon submittal of all necessary documents as described herein.

SECTION 5: In the event that the OWNER/LESSEE, or its contractor, fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Redevelopment Commission to the OWNER/LESSEE, by certified mail, return receipt requested, and/or personal service by hand delivery to the address listed above, this Agreement shall terminate and the financial obligation on the part of the REDEVELOPMENT COMMISSION shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement, and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the REDEVELOPMENT COMMISSION, and any additional review body designated by the REDEVELOPMENT COMMISSION, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

SECTION 7: The OWNER/LESSEE releases the REDEVELOPMENT COMMISSION from, and covenants and agrees that the REDEVELOPMENT COMMISSION shall not

be liable for, and covenants and agrees to indemnify and hold harmless the REDEVELOPMENT COMMISSION, and its Officials, Officers, Employees and Agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements(s), including, but not limited to, actions arising from the Indiana Common Construction Wage Act (Ind. Code § 5-16-7, et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the REDEVELOPMENT COMMISSION, and its Officials, Officers, Employees and Agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The REDEVELOPMENT COMMISSION shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section 7 shall survive the completion of said façade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the REDEVELOPMENT COMMISSION and the OWNER/LESSEE, and all successors, to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

SECTION 10: During the term of this Agreement, and during the term of any subsequent contract with a subcontractor performing work under this Agreement, OWNER/LESSEE shall maintain full compliance with the requirements of Indiana's Employment Eligibility Verification, as amended from time to time, as set forth in Exhibit B – Employment Eligibility Verification to this Agreement

SECTION 11: OWNER/LESSEE shall be responsible for obtaining all necessary building permits and other approvals from the REDEVELOPMENT COMMISSION prior to commencing work on the improvements. OWNER/LESSEE shall be further be responsible for complying with the applicable requirements of the Americans with Disabilities Act (“ADA”), as amended, in constructing the improvements pursuant to this Agreement.

SECTION 12: As a condition precedent to participating in the Town of Cedar Lake's Façade Improvement Program, OWNER/LESSEE may be responsible for conveying certain easement(s) and/or rights-of-way to the Town. In these circumstances, no OWNER/LESSEE shall be eligible for reimbursement by the REDEVELOPMENT COMMISSION until such time as all easement(s) and/or rights-of-way needed or requested to be conveyed have been so conveyed to the Town. In the event that this Section applies and the OWNER/LESSEE is requested to convey easement(s) and/or rights-of-way to the REDEVELOPMENT COMMISSION, documentation confirming such conveyance shall be set forth as an Exhibit to this Agreement.

SECTION 13: As an additional condition precedent to participating in the Town of Cedar Lake's Façade Improvement Program, OWNERS/LESSEES are required to bring all existing exterior signage into compliance with the then-current Sign Regulations of

the Town. OWNER/LESSEE hereby acknowledges and agrees that it is voluntarily participating in the Town of Cedar Lake’s Façade Improvement Program and waives any and all rights to compensation from the REDEVELOPMENT COMMISSION related to its existing signage other than the reimbursement provided for by the Façade Improvement Program.

SECTION 14: The REDEVELOPMENT COMMISSION reserves the right and shall hold (unless waived) at a public meeting, a hearing at which time the OWNER/LESSEE shall appear, or through their appointed and designated agent, to present the petition for approval and to answer all questions raised therein. The REDEVELOPMENT COMMISSION may require the OWNER/LESSEE to attend to future meetings as well.

SECTION 15: The OWNER/LESSEE shall provide verification, if an entity, partnership, limited liability corporation or corporation, of the approval of said entity to engage in the petition to the REDEVELOPMENT COMMISSION and to participate in the Cedar Lake Façade Program. A personal guaranty may be required by the REDEVELOPMENT COMMISSION.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

REDEVELOPMENT COMMISSION

President

Secretary

EXHIBIT B - EMPLOYMENT ELIGIBILITY VERIFICATION

OWNER/LESSEE hereby affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

OWNER/LESSEE shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in I.C. §22-5-1.7-3, as amended. OWNER/LESSEE is not required to participate should the Federal E-Verify program cease to exist. OWNER/LESSEE shall not knowingly employ or contract with an unauthorized alien. OWNER/LESSEE shall not retain an employee or contract with a person that OWNER/LESSEE subsequently learns is an unauthorized alien.

OWNER/LESSEE shall require its subcontractors, who perform work under this Agreement, to certify to TOWN that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. OWNER/LESSEE agrees to maintain this certification throughout the duration of the term of this Agreement with the TOWN and during the term of any subsequent Agreement with a subcontractor performing work under this Agreement.

The REDEVELOPMENT COMMISSION may terminate for default if OWNER/LESSEE fails to cure a breach of this provision no later than thirty (30) days after being notified by the REDEVELOPMENT COMMISSION.

Signed: _____
Printed Name: _____
Title: _____
Date: _____

Signed: _____
Printed Name: _____
Title: _____
Date: _____

Date Application Received

(Office Use Only)

